

decided to book an RV through RVShare.com.

6. To my memory, in going through the booking process, I typed in my name, email and phone number. I then check the box marked “I certify that I am at least 25 years old at the time of rental and have a valid drivers license.” I then clicked the “Agree and Continue” button. I thought the agree and continue button meant that I was agreeing to the fact that I was at least 25 years old and had a valid drivers license.

7. At no time during the booking process was I aware of RVshare’s “Terms of Service”, nor was I aware that in booking through RVShare, I was agreeing to Binding Arbitration.

8. To my memory, during the “Confirm & Pay” portion of the booking, I typed in my credit card and thought that I was confirming my credit card and paying for the booking. Again, I did not see and was unaware of the Terms of Service.

9. Throughout the entire process, I did not see the Terms of Service link. It was not properly visible, not conspicuous, and did not put me on notice to the Terms of Service. At no time did I agree to the Terms of Service.

10. Likewise, I was not made aware that should disputes arise between myself and the RV Owner, RVShare would act as the decision maker and would receive 25% of any award of damages rendered against me. This is because I would have never agreed to have RVShare decide disputes between myself and the RV Owner knowing that any damaged claimed by the Owner of the RV would create an unfair and biased process.

11. In fact, a dispute did arise and despite clear evidence I was not responsible for damages claimed by the Owner of the RV, RVShare improperly awarded damages against me.

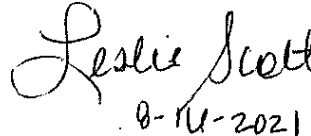
12. As set forth in the Complaint, our experience was anything but “Worry Free”. In fact, our vacation was ruined and resulted in damages being improperly assessed against us by RVShare.

13. I never agreed, assented to, or was properly put on notice of the Terms of Service. Likewise, I was never made aware of, or agreed, assented to, or was placed on notice of the fact that RVShare’s dispute resolution process was biased in favor of the RV Owner because RVShare would receive a percentage of any award against me.

14. Had I known the above, I would have never booked through RVShare.com.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 16th day of August 2021.


8-16-2021

Leslie Scott